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6-20-1938

## Morgan's, Inc. and Retail Clerks International Protective Association, Local 796 (1938)

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## **Morgan's, Inc. and Retail Clerks International Protective Association, Local 796 (1938)**

### **Location**

Boston, MA

### **Effective Date**

6-20-1938

### **Expiration Date**

5-21-1939

### **Employer**

Morgan's, Inc.

### **Union**

Retail Clerks International Protective Association

### **Union Local**

796

### **NAICS**

44

### **Sector**

Private

### **Item ID**

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### **Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### **Comments**

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*Retail Clerks 796  
Boston, Mass.  
May - 39*

IN RE: MORGAN'S INC. ( hereinafter referred to as the "EMPLOYER")

and

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION,  
LOCAL #796 ( hereinafter referred to as the "LOCAL" )

By agreements dated May 20, 1938, respectively between the employer and the Local, the parties referred the following matters to the undersigned as Arbitrator:

I. In the matter of the Warehousemen, the questions of -

1. The maximum number of hours or the work week so-called;
2. Vacations; and

II. In the matter of the Employees ( except Managers, Assistant Managers, Buyers, and all other persons serving in a supervisory or executive capacity) in the following stores of the Employer:

1. Quincy
2. Malden
3. Salem
4. Brockton
5. Waltham
6. Somerville

the question " whether the compensation received by said employees under the said agreement and supplemental agreement, which expired May 14, 1938 shall be reduced by ten per cent (10%) or increased by ten per cent (10% or shall be fixed at some point in between said limits."

Both parties were represented at the hearing before the Arbitrator

I make the following findings:

The Employer during the past year entered into agreements with the Local, governing the working conditions and compensation of certain of its employees. Most of the Employer's competitors are operating free of any obligations under agreements with any union. Its competitors have had the advantage of a lower wage scale.

The gross volume as well as the profits of the Employer's business

has shown a very marked decline since January 1, 1937, and has been seriously affected since January 1, 1938. This decline and loss of profits is due to no fault upon the part of the Employer but to general business conditions and to the peculiar conditions existing in the credit furniture trade. The Employer's business has been so affected that it had found it impossible to give its employees continuous work, with the result that at the request of the Local the time available for work has been staggered. This has proved unsatisfactory to all parties concerned.

In the opinion of the Arbitrator unless relief is given the Employer at this time so as to reduce its labor costs, there is great danger that the Employer will be compelled to close out either all or a number of its stores, close its warehouse, and throw out of employment a number of its employees. It is important that everything that can fairly or reasonably be done to help the Employer meet its problems should be done and that with the least amount of loss to the employees:

I find, therefore, the following:-

I. As to the Warehousemen -

1. That the maximum number of hours or the work-week so-called shall be forty-eight (48) hours.
2. As to vacations - that those warehousemen who have been on the payroll of the Employer for the period of one year and have actually worked one hundred forty (140) days in said year shall be entitled and shall receive one week's vacation with pay, and that those warehousemen who have been on the payroll of the Employer for the period of one year and have actually worked two hundred seventy-five (275) days in said year shall be entitled and shall receive two weeks' vacation with pay.

II. As to the compensation to be received by the Employees, I find the following:

That the compensation of - Salesmen and combination junior Salesmen and Assistant Merchandise Helpers be reduced by a sum equal to ten per cent (10%) of the present rate so that their compensation would be as follows:

1. Salesmen at the rate of \$23.85 per week plus 1.8% commission on all sales made by such salesmen.
2. Combination Junior Salesmen and Assistant Merchandise Helpers at the rate of \$23.85 per week plus 1.8% commission on all sales made by such combination salesmen and helpers.
3. That the compensation of the credit men be reduced by the sum of \$2.00 per week so that the compensation of credit men shall be at the rate of \$22.00 per week plus an allowance of 4 cents a mile for the expense of the employees' automobile while travelling for the Employer.
4. That the present rate of compensation paid to the cashiers, stockman and all employees doing clerical work shall not be reduced but shall remain at the present scale, namely, cashiers at the rate of \$18.00 per week, stock men at the rate of \$18.00 per week, and all employees doing clerical work or utility work at the rate of \$17.00 per week.

The Arbitrator, while of the opinion that the Employer requires and ought in all fairness to receive reductions in compensation paid to all its employees, nevertheless feels that those employees now working as cashiers, stock men, or doing clerical or utility work are not able at this time to carry any part of the burden, having in mind ~~that~~ present cost of living and the fact that their earning capacity is limited and fixed, while the salesmen, junior salesmen and asst. merchandise helpers have the opportunity of increasing their earnings by their commissions.

According to the testimony submitted at the hearing, the work week as above set out and the compensation reduced according to the foregoing schedule will give the employees shorter work week and better compensation than effect prior to the agreements with the Local.

The Arbitrator makes no finding as to any premium money or prize money or other similar compensation that may ~~be~~ from time to time be offered by the Employer for the reason that the Employer alone can fix this special type of compensation.

Respectfully submitted,

(signed) Samuel Markell



COPY

Agreement to  
Arbitrate

b5m Warehouse & Store

AGREEMENT made this 30th day of May, 1938, by and between MORGAN'S, INC. (hereinafter referred to as the "EMPLOYER") and the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL #796 (hereinafter referred to as the "LOCAL");

W I T N E S S E T H:

THAT WHEREAS the parties on May 23, 1937 entered into an agreement and supplemental agreement with reference to the EMPLOYER'S warehouse men, which agreement expired on May 14, 1937; and

WHEREAS the parties had been negotiating for a renewal of said agreement and have agreed upon certain terms thereof as hereinafter set forth;

NOW THEREFORE, for value received, the parties hereto covenant and agree as follows:

1. That a new agreement shall be executed between the parties upon the same terms and conditions as contained in the agreement and supplemental agreement between the parties dated May 23, 1937 and dealing with the warehouse men or "inside men" so-called, except as follows:

- (a) The new agreement shall be dated as of the date of its actual execution;
- (b) The new agreement shall expire May 14, 1939;
- (c) The question of the maximum number of hours or the work week has not been agreed to but shall be left to arbitration as hereinafter provided;
- (d) The question of vacations has not been agreed to but shall be left to arbitration as hereinafter provided.

2. The question of (a) the maximum number of hours or the work week so-called, and (b) vacations, shall be referred to Samuell Markell, Esq., 80 Federal Street, Boston, Mass., as sole arbitrator, whose decision shall be final and binding upon the parties hereto, and shall be the basis of those parts of the new agreement dealing with the maximum number of hours or work week and vacations.

IN WITNESS WHEREOF the parties, etc.etc.

SECOND REQUEST

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

February 13, 1939

Mr. Nathan Weissberg, Sec'y  
Retail Clerks' Int'l Protective  
Ass'n #796  
6 Boylston Pl.  
Boston, Mass.

Retail Clerks 796  
Boston Mass  
May - 39

No longer  
B.A.  
Send mail to:  
Geo. S. Money.  
P.R.O.

My dear Mr. Weissberg:

We have in our files a copy of your agreement with Morgan's, Inc. which recently expired.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Lubin

Isador Lubin  
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

Morgan Furniture Co. Inc

(If more than one employer, please list on reverse side)

Number of companies covered by agreement Warehouse, and six stores  
belonging to same co.

Number of union members working under terms of agreement about 60

Number of non-members working under terms of agreement none  
under-five-a-

Branch of trade covered Furniture warehouse and stores

Date renewed (see over) June, 1938 Date of expiration May 23rd, 1939  
with changes in wages

Please check here if you wish the agreement returned You have a agreement.

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

(over)



We attempted to negotiate a new agreemtn in June. Wages and hours were arbitrated. The new agreement arrived at, was a modification of the 1937 agreement, and a final copy of the new agreement was never signed by either party. We have been operating on the 1937 agreement with changed wages and vacations as follows, a s a result of arbitration decision.

**Stere-contract:--Wages**

We enclose the agreement to arbitrate wages and hours, and the arbitration decision. These two documnets plus what you have, the 1937 agreement, are what we have been operating under this year. May 23nd, 1939 is expiration date for this.